

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ST. JOSEPH )

*Superior*  
IN THE ST. JOSEPH CIRCUIT COURT

CAUSE NO.

*710070512 mi 00109*

IN RE: 3-D CONCRETE CORRECTION, INC., )  
 )  
Respondent. )

AVC NO.

ST. JOSEPH COUNTY  
CLERK  
2005 DEC -1 P 3:51  
NOV 22  
11/22  
SUPERIOR COURT

**ASSURANCE OF VOLUNTARY COMPLIANCE**

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and the Respondent, 3-D Concrete Correction, Inc., enter into an Assurance of Voluntary Compliance (Assurance) pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. The Respondent's place of business is located at 20115 Jackson Road, South Bend, Indiana, 46614, with a mailing address at P.O. Box 2442, South Bend, Indiana, 46680, and the Respondent has engaged in consumer transactions with Indiana consumers.
2. The terms of this Assurance apply to and are binding upon the Respondent, its employees, agents, representatives, successors, and assigns.
3. The Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Indiana Attorney General's Office to investigate matters hereinafter described, pursuant to the authority of Ind. Code § 4-6-9-4 and Ind. Code § 24-5-0.5-1 *et seq.*

**-FILED-**

NOV 22 2005

Clerk  
St. Joseph Superior Court

4. The Respondent agrees, pursuant to Ind. Code § 24-5-11-10, in every home improvement transaction to provide a completed home improvement contract to the consumer before it is signed by the consumer. The Respondent agrees the contract must contain at a minimum the following:

- (a) The name of the consumer and the address of the residential property that is the subject of the home improvement;
- (b) The name and address of the Respondent and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- (c) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- (d) A reasonably detailed description of the proposed home improvements;
- (e) If the description required by Ind. Code § 24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
- (f) The approximate starting and completion dates of the home improvements;
- (g) A statement of any contingencies that would materially change the approximate completion date;
- (h) The home improvement contract price; and
- (i) Signature lines for the Respondent or the Respondent's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or a typed version of that person's name placed directly after or below the signature.

5. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from conducting any business activity in the State of Indiana unless those activities are in full compliance with the Home Improvement Contracts Act, Ind. Code § 24-5-11-1 *et seq.*

6. By execution of this Assurance and per the terms of the Release Agreement executed by the Respondent and Loretta Keehn, the Respondent cancels the contract entered into with Loretta Keehn located at \_\_\_\_\_, Indiana, \_\_\_\_\_ and waives the balance of Five Thousand Two Hundred Dollars (\$5,200.00) owed to the Respondent by Loretta Keehn under the contract.

7. Upon execution of this Assurance, the Respondent shall pay costs in the amount of Five Hundred Dollars (\$500.00) to the Office of the Attorney General.

8. The Respondent shall fully cooperate with the Office of the Attorney General in the investigation and resolution of any future written complaints the Consumer Protection Division receives.

9. The Respondent shall not represent the Office of the Attorney General approves or endorses the Respondent's past or future business practices, or execution of this Assurance constitutes such approval or endorsement.

10. The Office of the Attorney General shall file this Assurance with the Circuit Court of St. Joseph County.

Dated this 16 day of November, 2005.

STATE OF INDIANA

RESPONDENT

STEVE CARTER  
Indiana Attorney General

3-D CONCRETE CORRECTION, INC.

By:

TMT  
Terry Tolliver  
Deputy Attorney General  
Atty. No. 22556-49  
302 W. Washington St., 5<sup>th</sup> Floor  
Indianapolis, IN 46204  
Telephone: (317) 233-3300

By:

Daniel Scarberry

Daniel Scarberry  
Printed Name

VICE PRESIDENT  
Title

Approved:

Gregory D. Loughridge  
Gregory D. Loughridge  
Counsel for the Respondent

APPROVED this 22 day of Nov, 2005.

[Signature]  
Judge, St. Joseph Circuit Court

Distribution:

Terry Tolliver  
Office of the Attorney General  
302 West Washington Street, 5<sup>th</sup> Floor  
Indianapolis, IN 46204

Gregory D. Loughridge  
320 West 4<sup>th</sup> Street  
Mishawaka, IN 46544